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Producers 88-198(R) Texas Paid-Up (2/93)

OIL, GAS AND MINERAL LEASE (PAID-UP LEASE)

THIS AGREEMENT made this 18th	day of June	,20 09	
William L. Boomer aka William Lee Boomer, Individually and as Successor to The Benbrook Venture, a			
dissolved Joint Venture			
	, Lessor (whether one or more) whose address is	P.O Box 100247	
Fort Worth, Texas 76185			
and	Devon Energy Production Company, L.P.	, Lessee; whose address is	
P.O. Box 450, Decatur, Texas 76234	; WITNESSETH:		
Lessor in consideration of Ten or more Dollars, in hand paid, of exclusively unto Lessee the lands subject hereto for the purpose of investigating, and their respective constituent elements) and all other minerals, (whether or not surveys, injecting gas, water and other fluids and air into subsurface strata, estabuilding roads, tanks, power stations, telephone lines and other structures the Tarrant County, Texas, and other structures.	similar to those mentioned) and the exclusive right to conduct explore blishing and utilizing facilities for the disposition of salt water, laying ereon to produce, save, take care of, treat, transport, and own sa	(including all gases, liquid hydrocarbons ation, geologic and geophysical tests and	

See Exhibit "A" attached hereto and made a part hereof for the description of lands in Tarrant County, Texas and for additional terms and conditions which are a part of this lease.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or in adjacent surveys, although not included within the boundaries of the land particularly described above. The land covered by this lease shall be hereinafter referred to as said Land. Lessor agrees to execute any lease amendment requested by Lessee for a more complete or accurate description of said Land and such amendment shall include words of present lease and grant. For the surpose of calculating any payments hereinafter provided for, said Land is estimated to comprise 57.488 _ acres, whether it actually comprises more or less until such time as

Lessee requests a lease amendment and same is filed of record.

2. Subject to the other provisions herein end without reference to the commencement, prosecution or cessation of operations and/or production at any time hereunder, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas, or other minerals is produced from or operations are conducted on said Land or land with which said Land is pooled hereunder. The word "operations" as used herein shall include but not be limited to any or the following; preparing drillsite location and/or access road, drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas or other minerals and any other actions conducted on said lands associated with or related thereto.

other actions conducted on said lands associated with or related thereto.

3. The royalties to be paid by Lessee are: (a) on oil delivered at the wells or into the pipeline to which the wells may be connected, one-eighth of the proceeds received from the sale of oil produced and saved from said Land; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase or Lessee may sell any royalty oil in its possession and pay Lessor the price received by the Lessee for such oil computed at the well; Lessor's interest shall bear one-eighth of the cost of treating the oil to render it marketable pipeline oil or, if there is no available pipeline, Lessor's interest shall bear one-eighth of the cost of all trucking charges; (b) on gas, including all gases, processed liquid hydrocarbons associated therewith and any other respective constituent elements, casinghead gas or other gaseous substance, produced from soid Land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas as sold or used provided the market value shall not exceed the amount received by Lessee for such gas computed at the mouth of the well, and provided further on gas sold at the wells the royalty shall be one-eighth of the net proceeds received from such sale, it being understood that Lessor's interest shall bear one-eighth of the cost of all compression, treating, dehydrating and transporting costs incurred in marketing the gas so sold at the wells; (e) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election. Any royalty interests, including, without limitation, non-participating royalty interests, in asid Land, whether or not owned by Lessor and whether or mot effectively pooled by Lessee pursuant to the provisions hereof, shall be paid from the royalty set forth herein. Lessee shall have fr

Lessee shall pay or tender as shut-in royalty to Lessor, or tender for deposit to the credit of Lessor in the

At Lessor's address listed above Lessee shall pay or tender as shut-in royalty to Lessor, or tender for deposit to the credit of Lessor in the

(which bank and its successors are Lessors agent and shall continue as the depository bank for all shut-in royalty payments becreamed by multiplying one dollar (\$1.00) per acre for each acre then covered by this lesse, provided however, in the event said well is located on a unit comprised of all or a portion of said Land and other land or leases a sum determined by multiplying one dollar (\$1.00) per acre for each acre of said Land included in such unit on which said shut-in well is located. If such bank (or any successor bank) should \$\frac{1}{2}\$ (i) (i) per acre for each acre of said Land included in such unit on which said shut-in well is located. If such bank (or any successor bank) should \$\frac{1}{2}\$ (i) (i) (i) (ii) (iii) (iii)

sa Lessee shall have the right and power in its discretion to pool or combine, as to any one or more strata or formations, said Land or any portion of said Land with other land covered by this lease or with other land, lease or leases in the vicinity thereof. The above right and power to pool and unitize may be exercised with respect to oil, gas or other miscrats, or any one or more of said authances, and may be exercised at any time and from time to time during or after the primary term, and before or after a well has been drilled, or while a well is being drilled. Pooling in one or more instances shall not exhaust the rights of Lessee to pool said Land or portions thereof into other units. Units formed by pooling as to any stratum or strata need not conform in size or area with units as to any other stratum or strata, and oil units need not conform in size or area with units as to any other stratum or strata, and oil units need not conform in size or area with units as to any other stratum or strata, and oil units need not conform in size or area with units as to any other stratum or strata need not conform in size or area with units as to any other stratum or strata, and oil units need not conform in size or area with units as to any other stratum or strata need not conform in size or area with units as to any other stratum or strata need not conform in size or area with units as to any other stratum or strata need not conform in size or area with units and not any other respective consisting or permitted by governmental seuthority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. The pooling for gas hereunder by Lessee shall especified, units therefore any such unit so formed, Lessee shall exceed with the unitized gas, and the royalty interest payable to Lessor thereon skall be computed the same as on gas. With respect to any such unit so formed,

such unit and used in the operations thereof or thereon shall be excluded in calculating said royalty. Lessee may vacate any unit formed by it hereunder by instrument in writing filed for record as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool

- as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 5 with consequent allocation of production as herein provided. As used in this paragraph 5, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of said Land.

 (b) Lessee at any time and from time to time during the life of this lease shall have the right and power as to all or any part or formation or strata of the land herein leased, without Lessor's joinder, to unitize the same with other lands, formations, strate or leases covering lands in the same general area as the leased premises by combining the leasehold estate and Lessor's royalty estate created by this lease with any other lease or leases, royalty or mineral estate in and under any other tract or tracts of land, regardless of the ownership thereof, so as to create by the combination of such interests or any of them one or more unitized areas of such size and shape as determined by Lessee to be developed and operated by secondary or teniary methods as though such lands and interest were all included within the terms hereof and constituted a single oil, gas and mineral lease. All such production from such unitized area shall be divided or allocated among the various tracts comprising such unitized area based on a formula derived from parameters utilized by Lessee and incorporated in a unitization agreement shall include other provisions designed to allow for operations of the unitized area in an orderly manner and Lessor hereby agrees purished to over such matters. Operations on or production of oil and/or gas from any part of the unitized area which includes all or a portion of said Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lesse o
- shall be computed on the basis of the production allocated to the portion of the above described land included within such unitized area after excluding therefrom any oil or gas used in the operations thereon.

 6. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record, a release or releases covering any portion of said Land and/or portions of subsurface strata or stratum and thereby surrender this lease as to such portion and/or portion of subsurface strata or stratum and thereby surrender this lease as to such portion and/or portion of subsurface strata or stratum and thereby surrender this lease as to such portion and/or portion of subsurface strata of the lease in order to have necessary access to that portion and/or strata of the lease in order to have necessary access to that portion and/or strata of the lease of premises which remains in force and on which Lessee continues to conduct operations.

 7. If, at any time or times after the expiration of the primary term, operations or production of oil, gas or other minerals in the strate of the lease of the primary term of the primary term, operations or production of oil, gas or other minerals in the production of oil, gas or other minerals; this lesses shall remain in full force and effect of nor than aniety (90) consecutive days, and if such operation or other operations result in the production of oil, gas or other minerals in produced from said Land or average pooled therewith. It is force and effect during the paid-up primary term hereof, all operations or production ceases on said Land or lease spooled therewith, this lesses shall nevertheless remain in full force and effect during the paid-up primary term hereof. If, at the expiration of the primary term hereof, all cand or on average pooled therewith but operations on said Land or on being produced on said Land or on average pooled therewith if Lessee commences or resumes operations within aniety (90) days of said cessation of production or op

- strength of the state of the short options, unless such offset well or wells drilled by Lessee would be sufficiently productive to pay Lessee a profit over and above drilling, completing and operation expenses.

 8. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said Land, including the right to draw and remove all casing. Upon Lessor's request and when reasonably necessary for utilization of the surface for some intended use by the Lessor, Lessee on said Land, including the right to draw and remove all casing. Upon Lessor's request and when reasonably necessary for utilization of the surface for some intended use by the Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn move on and Land without Cason Scale and the control of the state of their heirs, successors and assigns; but no change or division in such ownership of asid Land or rospitals, however accomplished, shall opense to enlarge the obligation or diminish they of Lessee, and no change or division in such ownership of asid Land or rospitals, however accomplished, shall opense to enlarge the obligation or diminish they of Lessee, and no change or division in such ownership of asid Land or rospitals, however accomplished, shall opense to enlarge the obligation or diminish they of Lessee, and no change or division in such ownership state of the decedent in a depository bark provided for above. In the event of assignment benefit in whole or in part, liability for breach of any obligation heremose or 4 portion thereof who commits such breach. If sh or more parties become entitled to rospital per provides the shall be broadly they upon the owner of this lesse or of a portion thereof who commits such breach. If sh or more parties become entitled to rospital per provides the provide of the decedent in a deposition arising hereof. If it is or more parties become entitled to

(c) All terms and conditions of this lease, whether express or implied, shall be subject to all Federal and State Laws, Executive Orders, Rules, or Regulations; and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order,		
13. This lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein; and this lease shall be binding upon each party executing the same and their successors, heirs, and assigns, regardless of whether or not executed by all persons above named as "Lessor".		
William L. Boomer aka William Lee Boomer, Individually and as LESSOR	LEGGOD	
Successor to The Benbrook Venture, a dissolved Joint Venture	LESSOR	
LESSOR	LESSOR	
STATE OF Texas		
COUNTY OF ARRANT 8		
This instrument was acknowledged before me on 18th day of June, 2009 by William L. Boomer aka William Lee Boomer,		
Individually and as Successor to The Benbrook Venture, a dissolved Joint Venture		
	Notary Signature: Occas D Wiggs	
	Printed Name: Toos D. Wazent	
TODD D. WRIGHT Notery Public, State of Texas My Commission Expires October 19, 2011	Notary Public, State of Texas	
	My Commission Expires: 10-19-201	

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED JUNE 18th, 2009, BY AND BETWEEN WILLIAM L. BOOMER AKA WILLIAM LEE BOOMER, INDIVIDUALLY AND AS SUCCESSOR TO THE BENBROOK VENTURE, A DISSOLVED JOINT VENTURE, LESSOR AND DEVON ENERGY PRODUCTION COMPANY, L.P., AS LESSEE.

LEGAL DESCRIPTION OF PROPERTY:

All of Lessor's undivided mineral interest in the following described land within a tract of land containing 72.312 acres, more or less, in the James O. Quinn Survey, Abstract No. 1257, Tarrant County, Texas, and being the same land described in that certain Warranty Deed dated July 5, 1978, by and between Quality Care, INC., as Grantor and The Benbrook Venture, as Grantee, recorded in Volume 6581, at Page 01, of the Deed Records of Tarrant County, Texas.

SAVE AND EXCEPT:

A tract of land containing 2.00 acres, more or less, in the James O. Quinn Survey, Abstract No. 1257, Tarrant County, Texas, and being the same land described in that certain Warranty Deed dated March 17, 1981, by and between The Benbrook Venture, as Grantor and Royce D. Westfall and wife, Diane Westfall as Grantee, recorded in Volume 7097, at Page 871, of the Deed Records of Tarrant County, Texas.

A tract of land containing 4.00 acres, more or less, in the James O. Quinn Survey, Abstract No. 1257, Tarrant County, Texas, and being the same land described in that certain Warranty Deed dated January 9, 1984, by and between The Benbrook Venture, as Grantor and Frank G. Marquez and wife, Inez M Marquez as Grantee, recorded in Volume 7718, at Page 173, of the Deed Records of Tarrant County, Texas.

A tract of land containing 1.218 acres, more or less, in the James O. Quinn Survey, Abstract No. 1257, Tarrant County, Texas, and being the same land described in that certain Warranty Deed dated January 12, 1984, by and between The Benbrook Venture, as Grantor and John Hollingsworth and wife, Sophia Hollingsworth as Grantee, recorded in Volume 7718, at Page 177, of the Deed Records of Tarrant County, Texas.

A tract of land containing 2.79 acres, more or less, in the James O. Quinn Survey, Abstract No. 1257, Tarrant County, Texas, and being the same land described in that certain Warranty Deed dated January 24, 1984, by and between The Benbrook Venture, as Grantor and Carl C. Reiter and wife, Mary Lee Reiter as Grantee, recorded in Volume 7729, at Page 2268, of the Deed Records of Tarrant County, Texas.

A tract of land containing 2.758 acres, more or less, in the James O. Quinn Survey, Abstract No. 1257, Tarrant County, Texas, and being the same land described in that certain Warranty Deed dated April 2, 1984, by and between The Benbrook Venture, as Grantor and Frank G. Marquez and wife, Inez M Marquez as Grantee, recorded in Volume 7799, at Page 1619, of the Deed Records of Tarrant County, Texas.

A tract of land containing 1.90 acres, more or less, in the James O. Quinn Survey, Abstract No. 1257, Tarrant County, Texas, and being the same land described in that certain Warranty Deed dated September 29, 1986, by and between The Benbrook Venture, as Grantor and Jerry W. Baird and wife, Bettye L. Baird as Grantee, recorded in Volume 8700, at Page 1981, of the Deed Records of Tarrant County, Texas.

A tract of land containing 0.158 acres, more or less, in the James O. Quinn Survey, Abstract No. 1257, Tarrant County, Texas, and being the same land described in that certain Warranty Deed dated September 2, 1986, by and between The Benbrook Venture, as Grantor and Andra Danise Pickens as Grantee, recorded in Volume 8680, at Page 1916, of the Deed Records of Tarrant County, Texas.

Being a total of 57.488 acres, more or less.

ADDITIONAL PROVISIONS:

- Notwithstanding anything contained in this lease to the contrary, wherever the fraction "one-eighth (1/8th)" appears in the printed portion of this lease the same is hereby amended to read "Twenty-Two Percent (22%)".
- 2. Notwithstanding anything to the contrary contained in the printed form to which this Exhibit is attached, it is understood and agreed between Lessor and Lessee, that there will be no operations for oil or gas development and/or production upon the surface of the above described land without the express written consent of Lessor; provided, only that Lessee shall have the right to drill under, or through, produce from and inject substances into the subsurface of the lands covered by this Lease, from wells which are located on lands pooled therewith, or which are located on other lands.
- 3. Lessee, its successors and assigns, agree to indemnify and hold harmless and defend Lessor, its successors and assigns, agents and employees from and against all suits, claims, demands and causes of action including attorney fees and court costs that may be at any time brought or made by any person, corporation or other entity including, but not limited to, employees of Lessee, arising out of or in any way connected with Lessee's activities and operations conducted pursuant to the terms of this lease. It is further agreed that if any suit, claim, demand or cause of action is brought or arises which is or might be covered by this indemnification provision, the party hereto who first receives notice thereof will immediately notify the other party hereto. It is understood, however, that this provision will not apply if the action is caused in whole or part by Lessor's negligence or Lessor's contributory negligence.
- Lessee covenants and agrees that it will not undertake any action or practice in the conduct of its operations pursuant to this lease that will cause, or fail to take any action that will prevent, pollution to the leased premises or adjacent land, underground aquifer, free-flowing streams, run off areas, and/or lakes. Lessee indemnifies and holds harmless Lessor from any action, claim, penalty, and fine imposed as a result of the actions of Lessee in its operations pursuant to this lease, and agrees to defend Lessor for any such claims. Lessee further covenants and agrees that it will remove all hazardous materials and fluids, and remediate the surface of the land as required by any and all directives of the Environment Protection Agency, state regulatory agencies, underground water district, lake authority and/or county regulations. Further, Lessee agrees that it will remain liable for, and defend Lessor against any and all claims for "clean-up" around and site by any governmental agency, regulatory body, or party should the same be imposed as a result of the action of Lessee pursuant to this lease, whether such claim is made during the term of this lease or after the lease terminates. It is understood, however, that this provision shall not apply if any such pollution is caused in whole or part by Lessor's negligence or Lessor's contributory negligence.
- 5. Notwithstanding the use of the words "mineral," "minerals," or "other minerals" in this lease covers and includes only oil, gas, casinghead gas, condensate, and other constituent substances that may be produced through the wellbore. This lease shall not cover coal and lignite, sand, gravel, clay, iron ore, uranium or any other fissionable material.
- This Lease is subject to Restrictions filed by Benbrook Venture recorded in Volume 6580, Page 996, Deed Records of Tarrant County, Texas, covering 72.312 acres of land out of the James O. Quinn Survey, Abstract No. 1257, Tarrant County, Texas, referenced to which is hereby made for all purposes.
- 7. Notwithstanding anything herein contained in the printed portion of this lease to the contrary, in the event Lessee, his heirs or assigns, exercises his right to pool or unitize this lease and the land covered hereby for gas with other lands and/or leases as provided in Paragraph 5 contained in the printed form, all and not part_of this lease shall be unitized in any gas unit so formed.

Continuation of Exhibit "A"

8. This disclaimer of warranty shall supersede and take place of the warranty of title given in paragraph 11 contained in the oil, gas and mineral lease. It is expressly agreed between the parties hereto that no warranty or covenant of title (express or implied) to the land covered hereby or to the oil and gas therein or produced therefrom is made by Lessor and that no warranty, covenant or guarantee of title shall be created by or arises from this lease, except that in the event Lessor, through proper title examination, is proved to own less than entire mineral estate, then and in that event proportionate reduction of the lease-bonus consideration and/or royalty paid for this lease shall be applied, and Lessor shall repay Lessee for any overpayment. Lessor agrees that Lessee, at its option, may pay off or discharge any taxes, mortgages, or other liens existing, levied or assessed against the leased premises; and if such an option is exercised, Lessee shall be subrogated to the rights of any holder or holders thereof, and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien any royalty, shut-in royalty, or rental accruing hereunder.

SIGNED FOR IDENTIFICATION:

William L. Boomer aka William Lee Boomer, Individually and as Successor to